BENGALURU SOLID WASTE MANAGEMENT LIMITED

Name of the project: Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BBMP Call-2

(WORKS COSTING MORE THAN Rs. 1000 LAKHS)

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-1 (BSWML), 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru–560 052.

Phone No: 9844587466

TENDERS FOR THE WORK OF

Sl No	Name of Work	Value of Work (in Lakhs)
1	Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BBMP Call-2	1420.84

TENDER REFERENCE	No. DGM-1/BSWML/TEND/01/2023-24 Date:15.03.2024
LAST DATE FOR SALE OF TENDER DOCUMENT	up to 16.03.2024 on or before 4.00 PM
PRE-BID MEETING WILL BE HELD ON	27.03.2024 at 3.00 PM
LAST DATE AND TIME FOR RECEIPT OF TENDERS	15.04.2024 on or before 4.00 PM
TIME AND DATE OF OPENING OF COVER ONE OF TENDERS	16.04.2024 at 4.30 PM
PLACE OF PRE-BID MEETING WILL BE HELD	Office of the Chief Engineer & Chief General Manager (Tech),BSWML, 1st Floor, UNI Building, Thimmaiah Road, Bengaluru-560052.
TIME AND DATE OF OPENING OF COVER TWO OF TENDERS	Will be intimated to the Qualified Tenderers
PLACE OF OPENING OF COVER TWO OF TENDERS AND ADDRESS FOR COMMUNICATION:	Office of the Chief Engineer & Chief General Manager (Tech), BSWML, 1st Floor,UNI Building, Thimmaiah Road, Bengaluru-560052.
	Off: Phone Mob: +91 9844587466

BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-1,BSWML, 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052

****

No:DGM-1/BSWML/TEND/01/2023-24 Date:15.03.2024

INVITATION FOR BIDS (IFT)

Short Term Bid Notification

(Only through GOK KPP Portal Only)

1. The Grants have been Provided under 15th Finance Commission & Shubra Bengaluru Grants for the works mentioned in the table below and accordingly action plan for the same has been approved by the Government.

2. In this regard, The Deputy General Manager, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru invites bids from eligible bidders for the works detailed in the table below. The Bidders may submit bids for works given in the table through KPP portal of the Government of Karnataka (viz. https://KPPP.karnataka.gov.in) The Bidders are advised to note the minimum qualification criteria specified in Clause-3 as per KW-4 of the instructions to bidders to qualify for award of the contract.

3. Bid documents may be downloaded from the KPP portal of the Government of Karnataka.

4. Other details can be seen in the tender documents.

No.	Name of the work	Approx. Amount put to Bid (Rs. in lakhs) Excluding GST	EMD (Amount in Rs.)	Cost of Bid Document	Stipulated completion period (including monsoon period)
1	Providing fire fighting equipments in the DWCC to reduce the fire hazard caused (CALL-3)	375.00	Rs.1,00,000/- through e-payment under one of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.4,62,500/- by Bank Guarantee/FDR issued by Nationalized/ Scheduled Bank	As per KPP portal	3 Months
1	Supply, Installation, Commissioning And O&M Of Shredders And Chopper Along With Infrastructure At Selected Locations In BBMP (Call-2).	1420.84	Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.14,00,000/- by Bank Guarantee/FDR issued by Nationalized/Scheduled Bank	As per KPP portal	15 Months

1. Pre bid meeting will be held on 27.03.2024 at 15:00 hours in office of the Chief Engineer & Chief General Manager (Tech), BSWML, UNI Building, Thimmaiah Road,Vasanth Nagar, Bengaluru - 560052.

2. Technical Documents along with necessary information/documents must be uploaded to the KPP portal https://KPPP.karnataka.gov.in as per tender document on or before 16:00 hours of 15.04.2024. The Technical bid will be opened through

kpp-portal only on 16.04.2024 after 16:30 hours at the stipulated venue. through kpp-portal in the presence of the bidders or their authorized representatives who wish to attend the opening process. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

3. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any tender updates, the Employer shall not be liable for any information not received by the bidders. It is the bidders responsibility to verify the KPP portal for the latest information related to the bids, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. KPP portal help desk telephone numbers are: 080-22371090/22373788. The bidders is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the bids. The employer shall not be responsible for non-accessibility of KPP portal due to internet connectivity issues and technical glitches.

4. Any corrigendum/addendum will be published in the KPP portal only.

Sd/-
Deputy General Manager -1
BSWML

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director BSWML/Chief Commissioner, BBMP for kind information.
3. Chief Executive Officer (BSWML)/Special Commissioner, BBMP for kind information.
4. Chief Operational Officer (BSWML), for kind information.
5. Chief Financial officer (BSWML)/CAO, BBMP for kind information.
6. Chief Engineer & Chief General Manager (Tech), BSWML, for kind information.
7. Company Secretary, BSWML for kind necessary action.
8. Office Copy.

Sd/-
Deputy General Manager -1
BSWML

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SECTION I: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

The Bengaluru Solid Waste Management Limited (BSWML), Bengaluru proposes to procure Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BBMP Call-2. The Tenders are invited from officially registered & eligible bidders having their own manufacturing unit or authorized dealers or authorized supplier for given supply of above machines with Operation and Maintenance as per the requirement. Supply of materials includes free transportation and delivery and Commissioning in the BBMP jurisdiction, or as directed by the Engineer in charge.

The objectives for Purchase of Shredder and Chopper with operation and maintenance are:

- To comply with SWM Rules, 2016.
- To improve the existing standards of public health and environmental quality by establishing efficient mechanism for Municipal Solid Waste.
- Ensure clean and pollution free environment.
- To reduce excessive burden on Landfill.
- To reduce Manual Handling.
- To reduce volume of solid waste by shredding or by chopping.
- To enhance the aesthetic beauty of city.
- Shredded plastic may use for road construction and for other works.
- Shredded organic waste may be used as direct manure.
- Wood chopping process may decrease the volume of wood and it may use for many purposes.
- Overall purpose is to reduce volume of Municipal solid waste and recovers the best out waste and recovering revenue from the MSW.

B. CONTENTS OF BIDDING DOCUMENT

1. Scope of Bid

1 Provisions for Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BBMP as per technical specification mentioned in this document.

2 Warranty of 24 Months for the Shredder and chopper machines as per the specification.

3 The specification given in the schedule is minimum requirement, the manufacturer / suppliers should design and supply for the above mentioned scope of work along with technical specifications with good performance & durability. Considering the feed input & outcome as important criteria for a period of 1 year if required by BSWML.

4 The successful bidder shall supply additional Shredder and chopper at the same quoted rate or at a lesser rate than quoted price if required by BSWML.

5 Shredder and chopper shall work on daily basis regularly as per the schedule from BSWML.

2. Payments

2.1. Payments by the BSWML will be made in accordance with Section VI GCC clause 13 and will be subjected in all respects to the terms and conditions of the Agreement. No party other than the supplier shall derive any rights from the Agreement.

3. Corrupt and Fraudulent Practices

3.1. The Government requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

a. Defines for the purposes of this provision, the terms set forth as follows:

i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government-financed contract.

3.2. **Minimum eligibility criteria for participation in the bids are:-**

Bidders should not be associated, or have associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

4. Eligible Bidders

4.1. A Bidder must be manufacturer / authorized dealer of the company manufacturing similar equipment in consortium with manufacturer/authorized dealer as lead member and civil contractor as one of the consortium member. The manufacturer should possess ISO certificate. One of the bidder must have valid Class 1 contractor registration certificate from any Govt/ULB's organizations.

BSWML considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under Corrupt and Fraudulent Practices. In pursuance of these bidders, suppliers, and contractors observe the highest standard of ethics. BSWML will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.' A Bidder may be considered to be in a conflict

of interest with one or more parties in this bidding process if, including but not limited to:

- Have controlling shareholders in common; or
- Receive or have received any direct or indirect subsidy from any of them; or
- Have the same legal representative for purposes of this Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of BSWML regarding this bidding process; or
- A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid".

The Bidder should submit a Power of Attorney as per the format at Annexure-8, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Annexure-11.

In case the Bidder is a Consortium, it shall, comply with the following requirements:

a) Number of members in a Consortium shall not exceed 2 (two);
b) Members of the Consortium shall nominate Manufacturer/Authorized supplier with ISO certificate as one member as the lead member (the "Lead Member"), the Bid should contain the information required for each member of the Consortium;
c) The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at Annexure-9, signed by the other member of the Consortium;
d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and fabrication obligations;
e) An individual Bidder cannot at the same time be member of a Consortium applying for bid Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the bid;
f) Members of the Consortium shall enter into a binding Memorandum of Understanding (the "Memorandum of Understanding" or "MoU"), for the purpose of submitting Bid and should submit the same along with the Bid. MoU should be specific to the Package and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. MoU shall,

inter alia:

i. Convey the intent of the members of the Consortium to enter into the Agreement in case the bid is awarded to the Consortium;
ii. The Lead Member would enter into the Agreement with BSWML on behalf of the members of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Agreement;
iii. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
iv. Include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the bid.

g) MoU entered into, between the members of the Consortium shall be specific to the project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.
h) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
i) A Bidder including any Consortium Member should, in the last 2 (two) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member.
j) In computing the Technical and Financial Capacity of the Bidder under Section III, the Technical and Financial Capacity of the Bidder(s)/Members of consortium would be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.
k) The following conditions shall be adhered to while submitting the Bid:

i. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
ii. Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms.
iii. Not with standing anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and

certification with reference to the 3 (Three) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

(a) Change in Consortium

The Authority restricts a change in control of a Consortium; the Bidder is not allowed to change the composition of the Consortium during the Bidding Process and after signing of the Agreement. In the event of change in Consortium, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

(The Draft MOU is enclosed in ANNEXURE 12)

4.2. BSWML considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under **Corrupt and Fraudulent Practices**. In pursuance of these bidders, suppliers, and contractors observe the highest standard of ethics. BSWML will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- Have controlling shareholders in common; or
- Receive or have received any direct or indirect subsidy from any of them; or
- Have the same legal representative for purposes of this Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of BSWML regarding this bidding process; or
- A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in

which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid".
- If the Bidder penalized more than 5% of the contract amount in any Govt/ ULB's will result in disqualification of his bid.
- Bidder or his OEM should not have any history of non-compliance of any previous supplies.

4.2.1 The Bidder should submit a Power of Attorney as per the format at Annexure-8, authorizing the signatory of the Bid to commit the Bidder.

5. Eligible Goods and Related Services

5.1. For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, machines etc; and "related services" includes services such as insurance, installation, training of operators/Helpers and driver/helpers for maintenance period

5.2. If a Bidder that does not manufacture or produce the Goods it offers to supply, he shall submit the Manufacturer's Authorization to demonstrate that he has been duly authorized by the manufacturer or producer of the Goods to supply these Goods.

6. Clarification of Bidding Documents

6.1. A prospective Bidders requiring any clarification of the Bidding documents may write acquires and upload in the KPPP Portal and same shall be uploaded

6.2. in the KPPP portal.

6.3. BSWML is not responsible for the completeness of the Bidding Document and its addenda, if they were not issued directly from BSWML.

6.4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7. Amendment of Tender documents

7.1. Before the deadline for submission of tenders, the BSWML may modify the bidding documents by issuing addendum.

7.2. Any addendum thus issued shall be part of the tender documents and shall be communicated through KPPP portal.

7.3. And will be binding on them.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their tenders, the BSWML shall extend as necessary the deadline for submission of tenders.

C. PREPARATION OF TENDERS

8. Cost of Bidding

8.1. The Bidders shall be accompanied by Bid processing fee for the specified amount mentioned in the KPPP Portal. The bidder can pay the Bid processing fee in the KPPP portal using any of the following payment modes.

- Credit card
- Direct debit
- National Electronic Fund Transfer (NEFT)
- Over the counter (OTC)

8.2. For details, registration and e-payment, visit KPPP Portal

9. Language of Tender

The bid prepared by the Bidder as well as all correspondence and documents relating to the tender exchanged by the Bidder and the Purchaser, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

10. Documents Comprising the BID

10.1. The Bid shall comprise three envelopes submitted online simultaneously, one containing the requisite EMD as per ITB clause. second containing Technical Proposal and the third Price bid (Online only), The bidder pay the EMD through e-payment under any one of the four options, through Credit card, direct debit, National Electronic Fund Transfer (NEFT), Over The Counter (OTC) and the confirmation receipt shall be submitted along with the tender. And, copy of technical documents. Price Bid/ financial offer should be submitted though online, in case of manual submission of Price Bid, it will be rejected.

10.2. Technical Proposals will be opened on the specified date and time. The Price Proposals shall remain sealed and will be held in custody on online portal. The Technical Proposals will be evaluated. No amendments or changes to the Technical Proposals will be permitted once bid get validated online. Technical Proposals, which does not conform, to the specified requirements will be rejected as deficient Bids.

10.3. Price Proposals of technically qualified Bidders will be opened online as per key dates at the specified date and time. The Price Proposals will be evaluated and the Contract will be awarded to the Bidder who's Bid has been determined to be the lowest evaluated substantially responsive Bid.

10.4. The Technical Proposal shall contain the following:

- Technical Proposal Submission Sheet;
- Written confirmation authorizing the signatory of the Bid.
- Documentary evidence establishing the Bidder's eligibility to bid.
- Documentary evidence that the Goods and Related Services conform to the Bidding Document;
- Information in Appendix's of Technical proposal Submission Sheet
- Documentary evidence establishing the Bidder's qualifications to perform the contract.
- Manufacturers authorization if applicable
- Power of Attorney for signing of Bid.
- Any other document required as per the Bid Data Sheet and Tender.

10.5. The Price Proposal shall contain the following:
Price Proposal Submission Sheet should be submit through online only.

11. Bid Submission Sheets and Price Schedules.

11.1. The Bidder shall submit the Technical Proposal and the Price Proposal online using the appropriate Submission Sheets furnished in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11.2. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services according to their origin as appropriate using the forms furnished online.

12. Alternative Bids

12.1. Alternative bids shall not be considered**.**

13. Bid Prices

The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

13.1. All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied.

13.2. The price to be quoted in the Price Proposal Submission format including any discounts offered.

13.3. The price of the goods quoted should be on the basis of delivery at BSWML including all customs duties and taxes, Entry tax, transportation, packaging, transit insurance, service tax, sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted. The price bid for

1 year comprehensive maintenance of equipment's and machines including consumables and parts. Manpower requirements/Supervisory requirement/ water/Electricity charges cost towards spares parts, cutting blades, conveyor etc., as per Technical specifications provided. The rates quoted for civil works should exclusive of 18% GST.

13.4. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

13.5. The labour wages are considered as per the GO Daily wages rates as per Notification No:KAE 71 LWA 2015, Date:05.08.2016 from 01.04.2022 to 31.03.2023 hence the bidder should not quote rates below than the estimated rates for Labour component. Bidder has to quote only 1st year labour rates. If the bidder quotes below than the estimated rates his bid will be rejected.

13.6. The diesel price adopted in O&M calculation is present today's diesel price. Hence, if the bidder quotes below than the estimated rates his bid will be rejected.

14. Currencies of Bid

Bid prices shall be quoted in the Indian Rupees.

15. Documents Establishing the Eligibility of the Bidder

15.1. To establish their eligibility Bidders shall:

a. Complete the eligibility documents as required**.**

16. Documents Establishing the Eligibility of Goods and Related Services

17. To establish the eligibility of the Goods and Related Services, Bidders shall complete declarations in the Price Schedule Forms.

18. Documents Establishing the Conformity of the Goods to the Bidding Document

18.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidences.

18.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements.

18.3. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by Bidder in the Schedule of Supply, are intended to be descriptive only and not restrictive.

19. Documents Establishing the Qualifications of the Bidder

19.1. To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Evaluation and Qualification Criteria.

20. Period of Validity of Bids'

20.1. Bids shall remain valid for the period of 90 days after the bid submission deadline date prescribed by BSWML. A Bid valid for a shorter period shall be rejected by BSWML as non-responsive.

20.2. In exceptional circumstances, prior to the expiration of the bid validity period, BSWML may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If validity of their Bids is extended the Earnest Money Deposit (EMD) shall also be extended for a corresponding-period. A-Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Earnest Money Deposit/ Bid security

The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only Rs. 1.00 Lakh (Rupees One Lakh only) shall be paid in the KPP Portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Bank.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure:

- If a Tenderer chooses to make Payment of EMD / Tender Processing FEE using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into kppp System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer‟s Bank Account to GOK‟s Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer‟s Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer‟s Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the KPPP System as part of its Bid also.

- OTC Payment Procedure:

- If a Tenderer chooses to make Payment of EMD / Tender Processing FEEs Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the KPPP Website (www.kppp.karnataka.gov.in), the Tenderer will need to log into KPPP System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%

b) Rs.20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-

c) Rs.1 crore and above upto Rs.10 crores – 1% subject to a minimum of Rs. 2,00,000/-

d) Rs.10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.

e) Fixed Deposit Receipt (FDR) subject to the following condition

- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of thetender.

- Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/ Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

- *As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through KPPP will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.*

Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 90 days **beyond** the validity of the tender**.**

Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses

13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tendervalidity period specified in Sub-Clause 12.1.

The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed theAgreement and furnished the required Performance Security.

The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to(i) sign the Agreement; or

(ii) Furnish the required Security deposit

22. Format and signing of Tender

22.1. All pages of the Bid shall be signed or initialed by the person authorized signing the Bid. Bidder has to scan these original documents and upload at appropriate place on the online portal.

22.2. Any interlineations, erasers, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

23. Sealing and Marking of Bids

23.1. "Technical proposal, EMD submission details along with full EMD requisites" should be submitted online and **"PRICE PROPOSAL"** should be submitted online only.

24. Deadline for Submission of Bids

24.1 Bids must be uploaded no later than the date and time indicated in online notice at the online portal.

24.2 BSWML may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document as addenda, in which case all rights and obligations of BSWML and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Bids

25.1 Online portal shall not allow the bidder to bid after the specified time and hence bidders should take extra care of the timings of the bid submission.

26 Withdrawal, Substitution, and Modification of Bids

26.1 On the online portal bidders are allowed to withdraw, substitute, or modify its Bid before the final submission time. A Bidder will not be allowed to withdraw, substitute, or modify its Bid after the scheduled submission time.

27 Bid Opening

27.1 The technical proposal will be opened online as per schedule time and date and Price proposal of only technically qualified bidders shall be opened online.

27.2 Price proposals will be opened online only.

E. EVALUATION AND COMPARISON OF BIDS

28 Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

28.2 Any attempt by a Bidder to influence BSWML in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

29 Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, BSWML may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by BSWML shall not be considered. BSWML request for clarification and the response shall be in writing or through e mail. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

30 Responsiveness of Technical Proposal

30.1 BSWML determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

30.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

30.3 Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

30.4 Limits in any substantial way, inconsistent with the Bidding Document, BSWML rights or the Bidder's obligations under the Contract; or

30.5 If rectified would unfairly affect the competitive position of other Bidders presenting

30.6 Substantially responsive Technical Proposals

31 Nonconformities, Errors, and Omissions

31.1 Provided that a Technical Proposal is substantially responsive, BSWML may request that the Bidder submit the necessary information or documentation, within a reasonable of Price Proposals on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the individual item rate shall prevail and the total shall be corrected.

- If there is a discrepancy between words and figures, the least of the two shall prevail.

32 Preliminary Examination of Bids

32.1 BSWML shall examine the Technical Proposal to confirm that all documents and technical documentation requested have been uploaded on online portal, and to determine the completeness of each document submitted.

32.2 BSWML shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing in the uploaded documents on the online portal, the offer shall be rejected.

- Technical Proposal Submission Sheet.
- Written confirmation of authorization to commit the bidder.
- Earnest Money Deposit (EMD).
- Manufacturer's Authorization, if applicable.

33 Examination of Terms and Conditions; Technical Evaluation

33.1 BSWML shall examine the Bids to confirm that all terms and conditions specified in Bid Document have been accepted by the Bidder without any material deviation or reservation.

33.2 BSWML shall evaluate the technical aspects of the Bid submitted in accordance to confirm that all requirements specified in Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, BSWML determines that the Technical Proposal is not substantially responsive it shall reject the Bid.

34 Right to Accept Any Bid, and to reject any or All Bids

34.1 BSWML reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders and without assigning any reasons.

F. AWARD OF CONTRACT

35 Award Criteria

35.1 BSWML shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.

36 Right to Vary Quantities at Time of Award

36.1 At the time the Contract is awarded, BSWML reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Bid document, provided this does not exceed the 25 percentage, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document**.**

37 Notification of Award

37.1 Prior to the expiration of the period of bid validity, BSWML shall notify the successful Bidder, in writing, that its Bid has been accepted.

37.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

38 Signing of Contract

38.1 Promptly after notification, BSWML shall send to the successful Bidder the Agreement.

38.2 Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign and return it to BSWML.

39 Performance Security

39.1 Within Fifteen (15) days of the receipt of notification of award from BSWML, the successful Bidder shall furnish the Performance Security equal to 3% contract value for procurement of machine cost and another 3% of operation & maintenance cost separately in the form of Bank guarantee. The performance security on cost of machine to be valid for a period of two year and 3 months/DLP/warranty period and the performance security on O&M valid for a period of 1 year and 3 months.

39.2 Bidder has to give 10% of purchase value as Bank Guarantee against payment on delivery. The Performance Security will be discharged by the Purchaser and returned to the Successful bidder not later than 60 days following the date of completion of the Successful bidder's performance obligations, including any Warranty obligations, under the Contract.

39.3 Failure of the successful Bidder to submit the Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD). In that event BSWML may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by BSWML to be qualified to perform the Contract satisfactorily.

SECTION II – BID DATA SHEET (BDS)

A. INTRODUCTION

1.	The Chief Engineer & Chief General Manager (Tech), Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML hereby invites sealed bids from competent bidders for Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BSWML Call-2.
B. BIDDING DOCUMENT	
2.	All correspondence, collection and submission of Bidding document is to be made to the O/o Chief Engineer & Chief General Manager (Tech), BSWML, 1st Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 052
	Clarification may be obtained prior from KPPP portal
C. PREPARATION OF BIDS	
3.	The language of the Bid is English : Response to the bids in English
4.	Alternative Bids are not permitted
5.	The prices quoted by the Bidder shall be: fixed
6.	The currency of the Bid shall be: Indian rupees.
7.	The bid validity period shall be 180 days.
8.	Bidder may contact the officials at BSWML by prior appointment to get any other information about the equipment's and machines required before due date prescribed.
D. SUBMISSION AND OPENING OF BIDS	
9.	Only one Bid is to be submitted by each bidder. Technical and financial bid should be submitted online.
10.	The written confirmation of Authorization of manufacture to sign.
E. EVALUATION, AND COMPARISON OF BIDS	
11.	Bidders are allowed to quote price in Indian Rupees only.
F. AWARD OF CONTRACT	
12.	BSWML shall award the Contract to the Bidder whose offer has been determined to be the lowest and is substantially responsive to the Bidding Document.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

A. EVALUATION CRITERIA

BSWML will evaluate and compare bids on the basis of price quoted by the eligible bidders to arrive at the least cost.

1. Technical Criteria

1.1. The minimum technical level of the Goods and Related Services offered by the bidder shall comply with the minimum acceptable level and specification for each criteria enumerated in the Schedule of Supply.

1.2. The non-compliance of the minimum acceptable criteria shall make the bidder's bid as non-substantive. Whenever possible, these criteria will be evaluated on a pass-fail basis**.**

2. Economic Criteria

2.1. Adjustment for Deviations from the Terms of Payment
Deviations from the Terms of Payment are not permitted.

2.2. Adjustment for Deviations in the Delivery and Completion Schedule.
The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule. Bids offering delivery schedules beyond stipulated completion period shall be rejected.

2.3. Omissions or Missing Items:
The cost of omissions or missing items in the scope of supply, services, etc. would be not be considered. Bids offered for part scope of work from one lot shall be rejected.

2.4. Local Handling and Inland Transportation
Cost for inland transportation, transit insurance and other incidental costs for delivery of the goods shall be included in the PRICE. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its bid, it will be considered as included in his bid price bid.

2.5. "Command centre" means online tracking of the machines with CCTv monitoring device and display on the big screen with monitoring staff.

B. QUALIFICATION CRITERIA

1. Financial Criteria:

The Bidder's average turnover for three (3) years out of last 5 financial years shall be Rs. 3000.00 lakhs **(If the bidder is Micro and Small enterprises The average Turnover should be 50% of the estimated cost (i.e. 750.00 Lakhs) during the last 2 preceding financial years)**. A weightage of 10% will be given for every year turnover to bring it to bring it to current year shall be as following:

Sl. No	Description of Goods and Related	Min Average Turnover for two years out of last 5 financial years.(In lakhs)

	services	
1	Bidder	**3000.00 (If the bidder is Micro and Small enterprises The average Turnover should be 50% of the estimate during the last two preceding financial years i.e 750.00Lakhs)**

* The Bidder is to submit audited statements of accounts for these three years, along with its bid as per **Annexure 5**. The Bidder has to submit a certificate from registered charted accountant on Average Turnover for these five years along with accounts and certified balance sheet certified by a registered chartered accountant supported by copies of tax returns or the these five (5) years, along with its bid. In the event that the BSWML in the Bidder's audited statement notes consistent losses or the risk of insolvency, the Bidder may be disqualified. Where necessary, BSWML will make enquiries with the Bidder's Bankers.

1.2 The Bid must be accompanied by the Audited Annual Reports of the last 5 financial year, preceding the year in which the Bid is made. (Year-1 being latest year or base year (2022-23)

Biddertype	Average Annual Turnover for past five years				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Single entity Bidder/ Lead Member					
Other Member of Consortium					
Total					

2. Experience Criteria

2.1. The Bidder shall submit the data and information along with the work order, completion, commission, delivery certificate and reference on past performance etc. required to demonstrate that the Bidder meets the minimum criteria as per chart attached.

Sl.No	Description of Goods and Related services	The equipment manufacturer /authorized dealer should be an ISO-14001 certified or Equivalent certified Company with manufacturing plant/full pledged service center with	Qualification and Experience Criteria Min. Supply in Last 3 years ending on the deadline for bid submission

<table>
<tr><td></td><td></td><td>complete workshop facilities</td><td></td></tr>
<tr><td>1</td><td></td><td>Capex</td><td>The Bidder should have the following minimum qualification criteria:-

• The Tenderer should be a manufacturer/authorized dealer in consortium who must have manufactured, tested and supplied the equipment's similar to the type specified in the schedule of requirements upto at least 30 Nos (Shredder/Chopper of minimum 1TPD & above capacity) in last 3 financial years to any Government departments/Local bodies/for use to Govt or local bodies and these should be working satisfactorily. (Usually not less than 80% of the requirement. However, it will be 40% with respect to Micro and small Enterprises – 15 Nos in any three of the last 5 years)
• The Tenderer should have supplied Shredding machines of value equal to Rs 1.65 Crores in any one of the last 3 financial year. Relevant Invoice copies and GST return documents to be submitted.
• The bidders should demonstrate similar type Shredder for minimum 07 days and run minimum 4 hours on each day at any BSWML site to show the satisfactory results with their own cost to show the results as desired and demo shall be made as per direction of the Engineer in charge with in a prior notice period of 15 days. A committee will be formed to evaluate and inspect this proof of concept demonstration and the recommendations of said committee will considered for technical evaluation. If the machinery is not satisfactory, the tenderer will be eligible for rejection from technical Evaluation.</td></tr>
<tr><td>2</td><td></td><td>Construction of shed- Civil work</td><td><table><tr><th>Item</th><th>Unit</th><th>Qty</th></tr><tr><td>Earth work in surface excavation by mechanical means</td><td>Cum</td><td>1300.00</td></tr><tr><td>Providing and laying in Cement Concrete for all Sub structures of building, Irrigation works, Sub structure works ..</td><td>Cum</td><td>720.00</td></tr><tr><td>Fabrication Supplying, fitting and placing TMT FE 550 / 550D Steel Reinforcement including cost of all materials, machinery, labour, cleaning, straightening,</td><td>Tonnes</td><td>20.00</td></tr></table>(a) Mandating satisfactorily completion as a prime</td></tr>
</table>

			contractor, at least one similar nature of work in Civil Protection project works to as extent of 50% of the cost of the work **(Rs.225.00 lakhs)**
3		Operation & Maintenance of Shredders and Chopper for a period of 01 Year.	• Either, of the consortium member should have maintained minimum of **one year** experience of operation and maintenance or Annual maintenance contract experience of SWM plant or similar machines in any one of the last Five years.
• Details should be furnished along with performance letter & PO issued by an officer of grade not less than Executive Engineer of any Govt departments. In case of equipment, the 3rd party report with proof of payment received shall be provided and same will be considered. • The bidder is to certify that he will be able to demonstrate such min quantity of shredder and choppers machine. • If necessary, BSWML will inspect these shredder and choppers to verify the claim of the bidders.			

2.2. The bidder should have a service support center with spare parts of the machine in Bangalore, Karnataka, India or shall provide an undertaking that successful bidder shall either develop its own facility or authorize service center at Bengaluru for day to day maintenance of equipment's.

2.3. Spare Parts

As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may select to purchase from the Supplier, providing that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order. Should assure the ready availability of the any or all the spare parts of the proposed equipment in India.

1. Line of credit/Banker Certificate issued by any scheduled bank for **Rs.450.00 lakhs** shall be furnished.
2. Purchaser reserves the right to see the demonstration of the offered equipment and verify above facts.
3. Bidder shall also furnish necessary certificate from Original Equipment Manufacturer, OEM certifying that they shall provide new & unused machine in the event, they are successful bidder.
4. Further the Original Equipment manufacturer shall also certify the Date of Manufacturing along with Copy of Certified 'Bill of Landing' & 'Country of Origin' Certificate at the time of supply of Machine.

5. The Manufacturer should certify that they will supply spares and render services for the offered machines, for a minimum period of 10 years from the date of supply.
6. The manufacturer of the Machines should certify that the machine meets all minimum technical parameters as specified in the Tender.
7. The Manufacturers or the bidders have not been banned / blacklisted by any Government 'or' Semi-Government Department 'or' PSU during last three years and does not have Blacklisting History. If the bidders or manufacturers have been banned then this fact must be clearly stated. However, if this declaration is not furnished the bid shall be rejected.
8. If the machines are not working continuously for more than 7 consecutive days due to bidder fault in a month an amount of rupees two times the rates quoted for those number of nonfunctioning days will be deducted as penalty for non-performance.
9. Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:
10. The successful bidders shall be allowed to show proof of concept of their Shredder/Chopper (one number) to be made available for 15 days demonstration and to run minimum 4 to 8 hours on each day and to show the satisfactory results as per the specifications with his own cost and to show the results as per the specifications and demo shall be made as per direction of the Engineer in charge. A committee will be formed to evaluate and inspect this proof of concept demonstration and the recommendations of said committee will be considered for supply of remaining machines.
11. The bidder should have a registered service center with spare parts of the machinery in Bangalore, Karnataka, India. Relevant supporting documents to be produced. If not should give an undertaking to provide service station in case of being selected as successful bidder
12. The manufacturer/ authorized dealer should have Contractor Certificate from any Government department or its Undertakings.

Note: Bidders are required to upload only requisite documents for each of the above. If any additional documents which are not necessary and irrelevant is uploaded it would be viewed very seriously and BSWML reserves the right to reject such tenders.

1. BSWML reserves the right to accept any Tender and to annul the Tendering process and/or reject all the Tenders at any time prior to award of the contract without hereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
2. There is a separable agreement for capital cost, operation and maintenance cost if required.

SECTION IV - BIDDING FORMS

A. TECHNICAL PROPOSAL SUBMISSION SHEET

Invitation for Bid No.: _____ Date: (Insert date)

To,
Chief Engineer & Chief General Manager (Tech),
BSWML, 1st Floor,
UNI Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru – 560 052

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: (Insert the number and issuing date of each addenda);

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods and Related Services:

Sl. No.	Description of Goods and Related services
1	**Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BBMP.**

(c) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
(d) If our Bid is accepted, we commit to obtain a separate Performance Security of 3% percent on capital cost and 3% percent on average annual operation and maintenance cost of the Contract Price for the due performance of the Contract. As indicated in the tender document.
(e) 10% Bank Guarantee shall be given to release the payment till warranty period.
(f) We are not participating, as Bidders, in more than one Bid in this bidding process.
(g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name (complete name of person signing the bid)

In the capacity of (legal capacity of person signing the bid)

Signed (signature of person)

Duly authorized to sign the Bid for and on behalf of (**name of bidder)**

Date (Insert date of signing)

B. (DETAILS OF TURNOVER)

Average Annual Turnover Proposal Submission Sheet		
Sl.No	**Year**	**Turnover (Indian Rupees)**
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22	
5	2022-23	
	Average	

C. (DETAILS OF LITIGATION / ARBITRATION AND OTHER CLAIMS)

Sl. No	Year	Name of the Employer	Matter of dispute	Disputed amount in Rs	Whether the award was for or against the firm or pending

Bidder must not hide any information regarding litigation or blacklisting otherwise legal action may be initiated in case of wrong information submitted by the bidder.

D. MANUFACTURER'S AUTHORIZATION

Invitation for Bid No.: _____ Date: (Insert date)

To,
Chief Engineer & Chief General Manager (Tech),
BSWML, 1st Floor,
UNI Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru – 560 052

WHEREAS (Insert complete name of manufacturer) who are official manufacturers of (Insert type of goods manufactured) having factories at (Insert complete address of manufacturer) do hereby authorize (Insert complete name of bidder) to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us (insert name of goods) and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We have repair and service facilities in India and we shall either develop our own facility or authorize a service center at Bengaluru for day to day maintenance of equipment's.

Name (complete name of person signing the security)

In the capacity of (legal capacity of the person signing the security)

Signed (signature)

Duly authorized to sign the Authorization for and on behalf of (complete name of manufacturer)

Date (Insert date of signing)

Note:-This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign the document that is binding on the manufacturer.

SECTION V - SCHEDULE OF WORK

A. LIST OF GOODS AND RELATED SERVICES

Sl. No.	Description of Goods and Related services
1	**Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BBMP.**

B. DELIVERY AND COMPLETION SCHEDULE:

The purpose of the delivery and completion schedule is to specify the delivery dates of the goods and related services. The delivery and completion schedule, as part of the schedule of supply constitute a contract document and, therefore it will be a part of the contract.

Sl. No.	Description of Goods and Related services	Contract completion period
1	**Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper in BBMP.**	180 days from the date of successful completion of Proof of concept.
2	**For Construction of Infrastructure**	06 Months From the date of Handing over of sites
2	**Operation and maintenance for a period of 1 year**	1 year from the commencement date.

C. TECHNICAL SPECIFICATIONS

Technical Specification of of 30 HP Capacity Coconut shredder cum pulverize Machine (1.5 TPH Shredder machine):.

Sl No	Particulars	Specifications
1	Application	Coconut shell, Coconut trees twigs, banana stems and Etc.
2	Model	Heavy Duty
3	Moc	Mild Steel
4	Production Capacity	1500 to 2000 kg/Hr
5	Overall Dimensions	2000mm x 1520mm x 1160mm (L x B x H)
6	Motor	Crompton 30HP
7	Feeding Chute	770mm x 450mm x 300mm (L x B x H)
8	Blade Dimension	Cutting – 330 x 100 x 12mm & Pulverizing- 175
9	Product Material Output Size	20 to 40 mm
10	Material	Sheet 5mm to 20mm. channel, angle and plate and Etc.
11	Speed	Up to 1920 RPM
12	Weight	850kg (Without Motor)
13	Painting	Machine should be painted with enamel paint and two coats primer.
	Starter Specification	
14	Type	Variable Frequency Drive
15	Suitable For	360 VAC to 500 VAC
16	Capacity	Up to 22.5 KW/ 30HP
17	Switch	Reverse & Forword
18	Other Features	Control Contractor of L&T make with control relays, Start/Stop & Speed control and powder coated panel.

Technical Specification of the 1.25 TPH Plastic waste Shredder machine:

Sl No	Details	Specification
1	Capacity of shredder taking 8 hrs per day operation in tonnes (1000 Kg)	1.25 TPH
2	Application of shredder	Shredder for Municipal Plastic waste PE, LDPE, HDPE, PP, PVC, PET, PS, GPPS, HIPS, PC, ABS, PU, PVDF, PB, PTFE, PPO, PMMA, PA (Nylon), PO
3	Type of shredder	Twin Shaft
4	Type of shredder Drive	Twin Shaft Drive
5	Type of Rotary Shaft	Hexagonal – 100 diameter Solid bar
6	Rotary Shaft Moc	EN8 Material
7	Shredder Body Material	Mild Steel
8	Shredder Body Thickness	16mm
9	Base Frame	Channel 100 &125, Sheet, & Plate
10	Base Frame Material	Mild Steel
11	Blade Moc	D2/ABREX 500/HARDOX 500
12	Number of blades	Minimum 48 Nos
13	Blade thickness	16 mm
14	Product material Output size	18 to 32 mm
15	Gear box for speed reduction	Yes
16	Gear box type	Planetary / Helical
17	Output RPM	12 & 15 RPM
18	Type of drive for Shredder	Electrical
19	Motor Capacity	15+15 HP
20	Motor Make	Any iso standard (BBL or Crompton)
21	Input Electrical Supply	Three phase (440 V 50 Hz)
22	Overload protection	Yes
23	Hopper Loading	Conveyor belt
24	Capacity of Bin	120 Liters
24	**Number of Bin**	2 Nos
	Trough type Conveyor Parameters	
1	Type of Conveyor provided with shredding machine	Trough type Feeding belt Conveyor
2	Range of Capacity handled by Conveyor in TPD taking 8 hrs duty per day	1.25 TPH
3	Width of Belt type / trough conveyor in mm (with tolerance ± 10 mm)	600mm * 5000mm length
4	Belt	M24 Grade
5	Belt thickness	6 TO 8 MM
6	Idler Base type	3 Roller (76 Dia pipe)
7	Diameter of Driving Pulley for slider bed type/ trough conveyor in mm (with tolerance ± 10 mm)	220 mm

8	Diameter of Driven Pulley for slider bed type/trough conveyor in mm (with tolerance ± 5 mm)	220 mm
9	Motor Rating in HP for Conveyor	Min 2 HP
10	Type of Coating on Conveyor	Enamel Paint of Desired Shade
11	Inside dimension of shredder chamber in mm x mm (with tolerance ± 10 mm)	450 X 600
12	Opening of loading hopper in mm x mm (with tolerance ± 10 mm)	900 x 1300
13	Overall Dimension of shredding machine in Length x width x height (mm x mm x mm)	2600X600X1850
14	Overall weight of the Machine in Kg	900 kg to 1100kg
	Additional Parameters	
15	Material of Base Frame	MS
16	Painting	Machine should be painted with enamel paint and two coats primer.

Technical Specification of the 250 KG/PH woodchipper machine:

Sl No	Details	Specification
1	Chipper	Single shaft
2	Type of Body	MS
3	Application of chopper	Woodchipper for Municipal Solid Waste containing various objects such as used for chipping of tree trunks, tree branches, twigs, and garden waste up to approximate 3 inch of diameter in size. It is one of the best options to crush and dispose of the Garden wastes
4	Capacity of woodchipper taking 8 hrs per day operation in (250 Kg)	Minimum 250 KG/PH
5	Type of Drive for woodchipper	Electrical
6	Type of woodchipper Shaft	Solid bar with blades fitted
7	Input Electrical Supply	Three phase (440 V 50 Hz)
8	**Performance Parameters**	
9	Type of chipper	Single Shaft
10	Hopper Loading	Manual
11	Type of drive for Chipper	Electrical
12	Motor Power for main drive in HP @ 1440 rpm	Minimum 10 HP
13	Motor power for pusher drive in HP, 1440 RPM	YES

14	Motor Class	Minimum IE3
15	Type of control panel	PLC Based
16	Independent electrical panel	Yes
17	Noise level in dB at 1 meter distance while working	Maximum 65 dB
18	Auto Reverse System	Should be available
19	Installation and Demonstration by seller at site before acceptance by buyer	Yes
20	Warranty (with free spare parts and free service) on machine	1 Years
21	Number of preventative maintenance visits during warranty	Whenever necessary
22	Tool kit for Repair and	Should be supplied
23	Overload protection	Yes
24	Gear box for speed reduction	Yes
25	Availability of Door Open Cut off switch	Yes
	Material Parameters	
26	Material of Housing Enclosure	Mild steel
27	Material of cutter blades mounted on rotary shaft	Hardened Alloy steel or higher grade to withstand leachate chemical reaction.
28	Material of Shaft	Alloy Steel or higher-grade steel
29	Size of cutter inserts fitted on shaft in mm x mm x mm (Length x Width x thickness)	250mm x 60 mm x 10mm
30	Length of rotary shaft in mm (with tolerance ± 10 mm)	300
31	Diameter of Shaft in mm (with tolerance ± 10 mm)	70
32	Inside dimension of chipper chamber in mm x mm (with tolerance ± 10 mm)	200 X 650
33	Opening of loading hopper in mm x mm (with tolerance ± 10 mm)	200 x 200
34	Overall Dimension of chipper machine in Length x width x height (mm x mm x mm)	1000X400X1500
35	Product material output size	10 to 20 mm(Depends upon types of material)
36	Overall weight of the Machine in Kg	350 to 500kg
	Additional Parameters	
37	Material of Base Frame	MS
38	Painting	Machine should be painted with two coat primer and enamel paint.

OPERATION & COMPREHENSIVE MAINTENANCE OF SHREDDER AND CHOPPER MACHINE.

1. The Operation & Maintenance components of this contract are of very critical nature which has to be carried out virtually every day. The Tenderer is therefore sensitized to the need for proper planning, deployment and sustaining perfect Operation & Maintenance throughout the entire period of the contract. Therefore the Tenderer is requested to attach importance to the following points so as to ensure deliverance of the highest quality of works which will ensure

   a) Availability of entire quantity of shredding machine,
   b) Reduce down-time due to repairs,
   c) Reduce drastically expenditure on Break-down and repair maintenance.
   Towards this, the Tenderers are requested to submit Comprehensive Maintenance Schedule of shredding machine. The Tenderer shall on being awarded the contract ensure deployment of suitably trained Mechanics, Operators and make available all necessary Hand Tools, Special Tools, Servicing and Lubricating Equipment's, etc.
2. The scope of work includes routine maintenance of the machines as per manufacturer's guidelines. Therefore, it covers day to day maintenance of shredding machine with prescribed level of maintenance service, adjustments, settings, etc., The preventive maintenance shall be carried out in a required sequence for which, trained personnel's shall be appointed who are fully conversant with operation and maintenance including mechanical, technical electrical system of the unit. One Operator and one helper must be given with each machine for efficient functioning.

3. All spares/accessories including Lubricants including Hydraulic oil shall be provided by Tenderer.

4. The work includes replacement of normal routine items like blades, shaft, oil and parts like pipes, nuts, bolts, washers and all electrical and hydraulic spares, etc. and any other spare parts and items which are required to be changed under normal wear and tear. The Tenderer shall keep adequate essential parts / spares in their stock to render satisfactory services without any interruption.

5. Preventive Maintenance Schedule a) Daily b) Weekly c) Monthly d) Bi-Yearly e) Yearly shall be furnished during tender who shall be strictly complied during maintenance period.

6. All the spare parts supplied shall be genuine.

7. In case of major servicing, the shredding machine will be taken by the Tenderer to workshop of the Tenderer. However, all the taxes required to be paid will be paid by the successful Tenderer.

8. The successful Tenderer / their authorized dealer / Service provider shall have workshop.

9. The work also includes the cost of labor, all parts, accessories, replacement of oil etc.

10. The Hydraulic Oil for topping up will have to be supplied by the successful Tenderer their authorized dealer/Service provider and the Oil & filters changed as per the recommendations of the manufacturers.

11. It will be necessary for the successful Tenderer to submit periodical reports in hard copy of the maintenance works carried out for the machine.

12. Necessary records showing maintenance of the shredding machine shall be duly maintained. They shall be subjected to inspection as and when called for.

13. Any damages to the BSWML and other properties while carrying out the work shall be rectified by the successful Tenderer free of cost.

14. BSWML will not be responsible for any human accident or hazard if occurred to the person of the contractor while carrying out the work.

15. The successful Tenderer shall bring their own tools and accessories for carrying out the maintenance work including special Tools & Fixtures.

16. The successful Tenderer will have to inspect and check all the hydraulic components of shredding machine once in a month irrespective of whether any problem arises or not. The program for the same will be submitted to the department in advance. In addition to the above in case of any problems the Tenderer will have to attend the work within 24 hours.

17. It is the utmost responsibility of the Tenderer to ensure adherence to Safety Norms in all aspects of the works especially while the shredding machine are on and while carrying repairs/maintenance activities.

18. Any damage, repair, liability, loss of reputation, both to men and material shall be entirely responsibility of the Tenderer.

19. It is the entire responsibility of the Tenderer (Contractor) to ensure that all his employees comply with mandatory requirements in terms of Age, Competence, (No Minors to be employed).

20. Necessary Legal and mandatory requirements like valid healthy individuals, necessary personal insurances should be complied at all times.

21. The operation cost shall be calculated with the inclusion of Operator and helper only.

22. Payment shall be made on submission of bills along with certification on the prescribed format of match-out duly signed by the competent authority.

23. The successful Tenderer shall ensure the function of the equipment as per direction of the Engineer in charge. In case of non-function of the equipment /break-down of the equipment, the payment shall not be made.

24. BSWML may if and when necessary shall insist on only Operation or Maintenance or both at any time during the contract.

25. Operation and maintenance shall be inclusive of cost lubricants, comprehensive servicing spares and all consumables etc., for satisfactory functioning of the machines including cost of electricity.

26. It is duty of Concessionaire to give the shredded material to BSWML local C&T/SWM Contractor without any tipping fee with his own risk and cost.

For satisfactory functioning of shredding machine.

- Noise level should be maintained within prescribed range as per existing norms.
- Concessionaire should setup a digitalized command center with tracking system on individual machine as per specification given by the BSWML. The information of the command center shall be shared with the BSWML command center. (That information made accessible to the command center of the BSWML like CCTv. etc.,)
- Installation of CCTv as per approved specifications from BSWML.

To claim Operation and Maintenance (O&M) cost.

- The machine has to work as per direction of the BSWML, Engineer in charge.
- Concerned officers shall certify and confirm the quantity of shredded material, time of run etc., with his/her report.
- Both digitalized & hard bind register has to maintain at each station to monitor income and outgoing quantity of solid waste.

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

a) "Contract" means the Agreement entered into between BSWML and the Successful bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the Successful bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means calendar day.

e) "Delivery" means the transfer of the Goods from the Successful bidder to BSWML in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfillment of the Related Services by the Successful bidder in accordance with the terms and conditions set forth in the Contract.

g) "GCC" mean the General Conditions of Contract.

h) "Goods" means all of the commodities, raw material, machinery and equipment, compacter machines and/or other materials that the Successful bidder is required to supply to BSWML under Contract.

i) "Purchaser" means BSWML purchasing the Goods and Related Services.

j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training operator, driver/helper and operation and maintenance and other similar obligations of the Successful bidder under the Contract.

k) "SCC" means the Special Conditions of Contract.

l) "Successful Bidder" means the Manufacturer whose bid to perform the Contract has been accepted by BSWML and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Successful bidder.

2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt and Fraudulent Practices

The Government requires that Bidder/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

a) Defines for the purposes of this provision, the terms set forth as follows:

i "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract. 2.1 Minimum eligibility criteria for participation in the bids are:-

Bidders should not be associated, or have associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of bids

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 **Entire Agreement**

The Contract constitutes the entire agreement between BSWML and the Successful bidder and Supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.3 **Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized Representative of each party thereto.

4.4. **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or Unenforceable, such prohibition, invalidity or unenforceability shall not affect the Validity or enforceability of any other provisions and conditions of the Contract.

5 Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Successful bidder and BSWML, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Successful bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6 Joint Venture, Consortium or Association

Consortium allowed.

7 Notices

Any Notice given by one party to the other pursuant to the Contract shall be in writing. The term "in writing" means communicated in written form with proof of receipt.

A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

8 Jurisdiction

For all legal matters Jurisdiction shall be Bengaluru only.

9 Scope of work

The Goods and Related Services to be supplied shall be as per Schedule of Supply mentioned in the bid document

Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

10 Delivery

The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion at BSWML

11 Successful bidder Responsibilities

The Successful bidder shall supply all the Goods and Related, Operation and Maintenance Services included in the Scope of work in accordance with O &M Schedule of work.

12 Contract Price:

Prices charged by the Successful bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Successful bidder in its bid.

13 Terms of Payment:

The Successful bidder's request for payment shall be made to BSWML in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant upon fulfillment of all the obligations stipulated in the Contract.

Payment:

(i) Mobilization advance of 10% will be paid against Bank Guarantee.

(ii) On Delivery: 100 percent of the Supply of machines price shall be paid on receipt of Goods and establishing that the supplied goods broadly conform to the number and specifications of the ordered goods, further upon submission of the documents specified in SCQ Clause 3 against Bank Guarantee of 10% of 100% of Supply of machines price valid for 750 days.

13.1 Payment shall be made in Indian Rupees.

The payments to the bidder shall be as follows.

Sl. No.	Activity	Period of completion	% of payment	Documents required
	Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BSWML.			
Component 1	Capex cost against supply of 1.5 TPH Capacity Shredder-18 0.25 TPH Capacity Wood Chopper -18 1.25 TPD Capacity Shredder -01	06 months from the date from successful completion of Proof of concept.	10 % mobilization advance against BG.	
			60% of the capital cost after supply of machines against BG valid upto 750 days.	Delivery report, necessary quality certificates with photographs certified by the Engineer concerned incharge
			30% of capital Cost against commissioning & trail run	Commissioning report certified by the Engineer concerned in charge

Component 2	Construction of Shed	06 months from the date of handing over site.	Mobilization advance 5% of the Contract price On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)	
			95% against completion of works	Completion of construction sheds with all basic utilities certified by the Engineer concerned in charge
Component 3	Operation and maintenance for a period of 1 year on monthly basis.	01 years	Monthly payment will be paid as per schedule.	Bill confirmation with verification of records from designated officer. And the record has to be tallied by the Engineer in charge. Duly certified by AE, AEE, & EE of respective works.

Payments shall be made promptly by BSWML, no later than sixty (60) days after submission of an invoice or request for payment by the Successful bidder, and BSWML has accepted it.

14 Taxes and Duties:

For goods supplied, the Successful bidder shall be entirely responsible for all taxes (inclusive of GST), duties etc., incurred until delivery of the contracted Goods to BSWML & also during the operation and maintenance period.

The bidders needs to quote the cost as per the present prevailing taxes, However if there is any change in the tax rate (During the period between signing of agreement and completion of project) either increase or decrease BSWML will not pay or deduct the difference amount.

15 Performance Security:

Within Fifteen (15) days of the receipt of notification of award from BSWML, the successful Bidder shall furnish the Performance Security equal to 3% contract value for procurement of machine cost and another 3% of operation & maintenance cost separately in the form of Bank guarantee. The performance security on cost of machine to be valid for a period of two year and the performance security on O&M valid for a period of one year. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the

Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the equipment's and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 15 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the contract

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Successful bidder's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser or
b) A cashier's cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favor of the Purchaser.; or

The Performance Security will be discharged by the Purchaser and returned to the Successful bidder not later than 60 days following the date of completion of the Successful bidder's performance obligations, including any Warranty obligations, under the Contract.

In the event of any contract amendment, the Successful bidder shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

16 Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to BSWML by the Successful bidder herein shall remain vested in the Successful bidder, or, if they are furnished to BSWML directly or through the Successful bidder by any third party, including Successful bidder's of materials, the copyright in such materials shall remain vested in such third party.

17 Confidential Information

BSWML and the Successful bidder shall not misuse documents, data, and other information received from the Successful bidder for any purposes related to the Contract.

18 Subcontracting

The Successful bidder is not allowed to subcontract.

19 Specifications and Standards

Technical Specifications

The Successful bidder shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned Schedule of Work and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

20 Packing and Documents

The Successful bidder shall provide such packing of the Goods/spares as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any and in any other instructions ordered by BSWML.

21 Insurance:

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Successful bidder has to do transit insurance of all the equipment and machines up to BSWML workshop/store. Also the insurance to the machines shall be made by Successful Bidder during the Operation and Maintenance period.

22 Transportation:

Transportation of the Goods shall be in accordance with the Schedule of Work.

23 Inspections and Tests:

The Successful bidder shall carry out all tests and/or inspections of the Goods and Related Services by Govt. Authorized Quality inspection agencies.

The inspections and tests may be conducted on the premises of the Successful bidder, at point of delivery, and/or at the final destination of the Goods, if conducted on the premises of the Successful bidder, facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to BSWML.

BSWML designated representative shall be entitled to attend the tests and/or inspections.

Whenever the Successful bidder is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to BSWML. The Successful bidder shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable BSWML its designated representative to attend the test and/or inspection.

BSWML may require the Successful bidder to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Successful bidder reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Successful bidder's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Successful bidder shall provide BSWML with a report of the results of any such test and/or inspection. BSWML may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Successful bidder shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to BSWML, and shall repeat the test and/or inspection, at no cost to BSWML.

The Successful bidder agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by BSWML its representative, nor the issue of any report pursuant shall release the successful bidders from any warranties under the Contract.

24 Liquidated Damages

A**. For Supply** : If the successful bidders fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, BSWML may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, BSWML may terminate the Contract.

B. **For Operation & Maintenance:** In case of a Service Provider Event of Default or non - performance of its obligations, the Service Provider shall pay to BSWML liquidated damages, as set out in **Section IX.**

25 Warranty

The Successful bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The Successful bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal conditions.

The warranty shall remain valid for Twenty four (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for Thirty (30) months after the date of shipment whichever period concludes earlier.

BSWML shall give Notice to the Successful bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof arising under this warranty.

Upon receipt of such notice, the Successful bidder shall, **within the period specified in the SCC,** and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Successful bidder shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

If the Successful bidder, having been notified, fails to remedy the defect(s) **within the period specified in the SCC,** BSWML may proceed to take such remedial action as may be necessary, at the Successful bidder risk and expense and without prejudice to any other rights which the BSWML may have against Successful bidder under the Contract.

26 Limitation of Liability

Except in cases of gross negligence or willful misconduct:

Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful bidder to pay liquidated damages to BSWML; and

a) The aggregate liability of the Successful bidder to BSWML, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Successful bidder to indemnify BSWML with respect to patent infringement.

27 Force Majeure

The Successful bidder r shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful bidder. Such events may include, but not be limited to, acts of BSWML in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Successful bidder shall promptly notify BSWML in writing of such condition and the cause thereof.

28 Extension of Time

If at any time during performance of the Contract, the Successful bidder should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Successful bidder shall promptly notify BSWML in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Successful bidder notice, BSWML shall evaluate the situation and may at its discretion extend the successful bidder time for performance, in which case the extension shall be ratified by the parties by amendment.

Except in case of Force Majeure, a delay by the Successful bidder in the performance of its Delivery and Completion obligations shall render the Successful bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon.

29 Extension of Tender period

The tender period may be extended another three years based on the performance of the Contractor and by mutual consent.

30 Termination

Termination for Default

a) BSWML, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Successful bidder, may terminate the Contract in whole or in part:
   i. If the Successful bidder fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by BSWML.
   ii. If the Successful bidder fails to perform any other obligation under the Contract.

b) In the event BSWML terminates the Contract in whole or in part, BSWML may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Successful bidder shall be liable to BSWML for any additional costs for such similar Goods or Related Services.
c) If the Successful bidder, in the judgment of BSWML has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.

Termination for Insolvency

BSWML may at any time terminate the Contract by giving Notice to the Successful bidder if the bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BSWML.

Termination for Convenience

a) BSWML, by Notice sent to the Successful bidder, may terminate the Contract, in whom ie or in part, at a time for its convenience. The Notice of termination shall specify that termination be for BSWML convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

31 Assignment

Neither BSWML nor the Successful bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Sl.No.	Special Conditions of Contract
1	Upon delivery of the Goods, the Successful bidder shall notify BSWML and send the following documents to BSWML: 3 copies of the Successful bidder's invoice showing the description of the Goods, quantity, unit price, and total amount; (a) Manufacturer's or Supplier's warranty certificate; (b) Inspection certificate issued by the Govt or BSWML nominated inspection agency, and the Supplier's factory inspection report; and (c) Certificate of origin. (d) Receipt of Goods from the authorized officer by Commissioner of BSWML along with details of stock entry in BSWML. (e) Physical inspection report of authorized officer of BSWML.
2	The prices shall be fixed. No price adjustments shall be paid.
3	Third party inspection by Govt. Authorized Quality inspection agencies will be entrusted for shredder machines.
4	Payment of the Contract Price shall be made in the following manner as per the Section VI GCC clause 13. (a) 10% (Fifteen Percent) mobilization advance will be paid against Bank Guarantee. (b) Receipt of Equipment's: The Purchaser shall pay the Successful Bidder Eighty Five (90) percent of the Capital Price against 10% Bank guarantee. This 10% bank guarantee is valid till warranty period. (c) Inspection charges: The inspection charges shall be paid by the Successful bidder.
5	The currencies for payments shall be Rupees (INR)
6	The BSWML shall not be responsible for any of the taxes, duties and levies imposed on Successful bidder.

7	Within Fifteen (15) days of the receipt of notification of award from BSWML, the successful Bidder shall furnish the Performance Security equal to 3% contract value in the form of Bank guarantee. The performance security on cost of machine to be valid for a period of two year one month and the performance security on O&M valid for a period of 1year and 3 months. The Performance Security shall be denominated in Indian Rupees only.
8	The types of acceptable Performance Securities are: A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank/Internationally recognized bank in the form provided in the tender documents or another form acceptable to the BSWML or A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favor of the BSWML.; or Specified small savings instruments pledged to the BSWML.
9	Discharge of Performance Security shall take place: The 3 % performance security of Contract value valid for 2 years and 1 months and additional 15 months of O&M period shall be submitted by the bidder, which will be retained by BSWML up to the successful running of shredder and choppers machine for contract period.
10	The packing, marking and documentation within and outside the packages shall be as mutually agreed between the Purchaser and Successful bidder prior to delivery of the Goods.
11	The insurance coverage shall be in accordance with: The Successful bidder should supply the machines and equipment's with transit insurance up to BSWML workshop/site. Further the Successful bidder will insure the Goods & machines facility in an amount equal to 100 percent of the price of the Goods & infrastructure from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.
12	Obligations for transportation of the Goods shall be on the Successful bidder
13	(a)The Successful bidder, purchaser and Government or BSWML appointed Third Party agency may jointly conduct inspections and testing of the Goods at Successful bidder Place before delivery to BSWML prior to issuance of the authorization for delivery by the BSWML. All costs involved in arranging and performing of such inspections and tests shall be borne by the Successful bidder (b) The Successful Bidder, BSWML shall jointly conduct final inspections and testing of the Goods after delivery to prior to acceptance of the Goods.
14	Tests and Inspections shall be carried out at the specified times or milestones, and places as specified Schedule of Supply.
15	The BSWML may require witnessing, prior to award of contract, the demonstration at any of the site where the bidder had claimed for experience. The bidder has to make necessary arrangements for such demonstration at the selected site.
16	The liquidated damage shall be: 0.75% of capital value per week of delay or part there of
17	The maximum amount of liquidated damages shall be: 10% of the capital price
18	The period of validity of the Warranty shall be: 360 days from date of Supply of each machine.

19	The amount of aggregate liability shall be: Equal to contract price

SECTION VIII - CONTRACT FORMS
Annexure 1

Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BSWML.

Invitation for Bid No.: _____ Date: (Insert date)

To,
Chief Engineer & Chief General Manager (Tech),
BSWML, 1st Floor,
UNI Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru – 560 052

WHEREAS [insert complete name of Successful bidder] (hereinafter "the Successful bidder agency") has undertaken, pursuant to Contract No. [Insert number] dated [insert day and month], [insert year] to supply [brief description of the Goods and Related Services] (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Successful bidder shall furnish you with a security [insert type of security] issued by a reputable guarantor for the sum specified therein as security for compliance with the Successful bidder's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned [insert complete name of Guarantor], legally domiciled in [insert complete address of Guarantor], (hereinafter "the Guarantor"), have agreed to give the Successful bidder a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Successful bidder, up to a total of [insert currency or currencies and amount of guarantee in words and figures] and we undertake to pay you, upon your first written demand declaring the Successful bidder to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [insert currency or currencies and amount of guarantee in words and figures] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. -

This security is valid until the [insert day, month, and year]. **Name [insert complete name of person signing the Security]**

In the capacity of [insert legal capacity of person signing the Security]

Signed [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of [insert seal and complete name of Guarantor] Date [insert date of signing].

Annexure 2 - Structure and Organization

Details of organization of manufacturers to be submitted

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Package:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number/mobile number:
   (f) E-Mail Address:
   (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:
5. Name of Bidder

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (DBOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Signature of the Applicant with Seal:

Annexure 3 - Key Personnel

Details of key technical and Administrative Personnel with the applicant and those that would be assigned to the work.

A.	Details of the Board of Directors / Partners		
	a)	Name of the Director / partner	
	b)	Organization	
	c)	Address	
	d)	Remarks	
B.	Key Technical and administrative personnel / Authorized signatory		
	a)	Individual's name	
	b)	Qualifications	
	a)	Present position of office	
	b)	Professional experience and details of works carried out	
	a)	Year with the applicant	
	b)	How the individual would be involved in the contract	
C.	Remarks.		

Signature of the Applicant

Seal:

Annexure 4

A. Details of related works completed for the last three years

1	Name of work	
2	Order placed by (Full address of Purchaser)	
3	Order No and date	
4	Total tendered cost of work	
5	Brief description of related works including principal features and quantities of main items	
6	Period of completion	
	a) Originally stipulated time limit	
	b) Extended time limit	
	c) Actual time taken to complete of work in stipulated time limit / extended time limit	
	d) Reasons for non- completion of work in stipulated time limit /extended time limit	
7	Name of applicants Engineer –in charge of the work	
8	Were there any penalties /fines /stop notices /compensations/ liquidated damages imposed?(yes/No)(if yes ,give amount and explanation)	

Signature of the Applicant

Seal:

B. Format for Certificate of Experience:

(On the Letterhead of the Concerned Agency)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that _____ name of the Bidder(s) has carried out the following activities as part of its services towards supply of shredder and choppers with operation and maintenance of _____ year during the period _____ and _____.

The details are as listed below:

i. No of shredder and chopper machines supplied

This certificate is being issued to be produced before Bruhat Bengaluru Mahanagara Palike ("BSWML"), for the Project for Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BSWML Call-2.

Signature and Seal of the
Authorized Signatory of the Agency

Annexure 5 - Financial Statement

Information regarding financial standing of the applicant.

(In Rs.)

Bidder type	Average Annual Turnover for last five years				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
If the bidder is OEM authorized dealer / supplier					

Name & address of Bidder's Bankers:

Any Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder .

Instructions:

1. Bidder shall submit the Turnover details.
2. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for the latest financial year preceding the Bid Due Date. The financial statements shall:
   (a) Reflect the financial situation of the Bidder;
   (b) Be audited by a statutory auditor/chartered accountant in case of individuals, registered sole proprietorship firm and registered partnership firm;
   (c) Be complete, including all notes to the financial statements; and
   (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Year 1 shall be the latest completed financial year, preceding the Bid Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (Three) months of the close of the latest financial year.
4. The Bidder shall provide an Statutory Auditor's Certificate/Chartered Accountant specifying the Turnover of the Bidder and also specifying the methodology adopted for calculating such net worth/turnover in the format given below.
5. For the purpose of the RFP, Annual Turnover shall mean:
   The total revenues as indicated in the audited annual statements.
6. Experience (Technical Capacity and Financial Capacity) of only the Bidder would be considered shall be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.

The Bidder shall provide an Auditor's Certificate specifying the turnover of the Bidder and also specifying the methodology adopted for calculating such turnover.

Signature of the Applicant

Seal:

Annexure 6 - List showing relative of the applicant working in BSWML

Sl. No.	Name of Employee	Relationship with the applicant	Name of the Relation who are near relatives to Officers mentioned in col. 2	Remarks
(1)	(2)	(3)	(4)	(5)

Signature of the Applicant

Seal:

Annexure 7 - Information regarding Anti-Blacklisting -Affidavit

(On a Stamp Paper of value of Rs.100)

I, M/s. ……. (Single Business Entity), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Bruhat Bengaluru Mahanagara Palike ("BSWML") / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / urban local body / agency in India from participating in bidding process, either individually or as member of a Consortium as on the _____(Bid Due Date).

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ……..Day of ……., 20….

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person

[Notary Seal and Signature]

Annexure 8 : Power of Attorney for Signing of Bid

(On a Stamp Paper of value of Rs.200)

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us holding the position of …….. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid in respect of the Assignment provided in Letter of Bid for the "Supply, Installation, Commissioning and Operation & Maintenance of Shredders and Chopper along with Infrastructure at selected locations in BSWML Call-2.". (hereinafter referred to as BSWML) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in the Bidding Process and other conferences and providing information/ responses to the Authority , representing us in all matters before the Authority , signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority .

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or cause

signed to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 2…..

For ……..

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

…… (Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidders should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostles certificate.*

D. NNEXURE 9:

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On a Stamp Paper of value of Rs.100)

Whereas the **Bengaluru Solid Waste Management Limited ("BSWML")** has invited Bids from interested parties for Supply Procurement and Installation of Tools and Equipment for DWCC BSWML limits. ("the Assignment").

Whereas, ..., ..., and .....

(Collectively the "Consortium") being Members of the Consortium are interested in bidding for the Assignment listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (RFP) and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of themas the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at_____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at __, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and,in the event the Consortium is awarded the Right/ Contract, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignmentand/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant toand in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said

Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF 20

For _____

(Name & Title)

For _____

(Name & Title)

For _____

(Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Annexure 10 - Additional Information

Please and any further information, which the applicant considers necessary in regard to the capabilities.

(Please give a brief a brief note indicating why the applicant considers himself eligible for prequalification for the work.)

Signature of the Applicant

ANNEXURE 11 - MEMORANDUM OF AGREEMENT (MOA) IN CASE OF CONSORTIUM

MEMORANDUM OF AGREEMENT (MOA) IN CASE OF CONSORTIUM PROPOSAL
(to be executed on appropriate value of Non-Judicial Stamp Paper of Rs 100 as per the Stamp Act Prevailing in the State of Maharashtra) DULY ATTESTED BY NOTARY PUBLIC)

This Memorandum of Understanding (MoU) entered into this day of------- 2024_ at _____

Among

_____ (*hereinafter referred as" ----------") and having office at India* **Party of the First Part**

And

_____ *(hereinafter referred as" ----------") and having office at India* **Party of the Second Part**

And

_____ *(hereinafter referred as" ----------") and having office at India* **Party of the Third Part**

The parties are individually referred to as Party and collectively as Parties.

WHEREAS the *Authority has invited Proposals from interested Firms / Consortiums for Appointment of Private operator for development of the [Service] through a Concession agreement*

AND WHEREAS *the Parties have had discussions for formation of a Consortium for bidding for the said Service and have reached an understanding on the following points with respect to the Parties" rights and obligations towards each other and their working relationship.*

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That M/s _____ who is the Lead Members of the Consortium commits to hold lead membership of the Consortium at all times during the Concession Period.

2. That the commitments to the project shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession Agreement and the Request for Proposal.

3. That the Parties shall carry out all responsibilities as Private Service Provider in terms of the Concession Agreement.

4. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Consortium member	**Role (Lead Member or Member)**	**Responsibilities**

5. That the Parties affirm that they shall implement the Service in good faith and shall take all necessary steps to see the Service through expeditiously. They shall not negotiate with any other party for this Service.

6.That the parties shall be jointly and severally liable for execution of the Service.

7.That this MoU shall be governed in accordance with the laws of India and courts in [Service State], India shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorised signatory of Party of the first part:

Authorised signatory of Party of the second part:

Authorised signatory of Party of the third part:

Witness 1

Witness 1

SECTION V: SCHEDULE OF REQUIREMENTS

(To be inserted in the Tender Documents by the Purchaser, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services, delivery period(s) and earnest money deposit (EMD).)

SPECIFIC INSTRUCTIONS:-

1. The shredder and chopper machines shall be built to withstand the strength and vibration of the operation.

2. All moving parts shall be provided with adequate means of lubrication by providing nipples etc.

3. All reciprocating parts shall be suitably guarded.

4. The equipment shall be capable of being operated under average conditions for 8 hrs. Continuously with no drop of efficiency or any ill effects on its component.

5. The shredder and chopper machines will meet the requirement ISO certificate by KSPCB/CPCB guidelines.

6. The Tenderer will have to give the demonstration of the water sprinkler offered whenever called for by the department.

7. The equipment shall be guaranteed for a period of two year.

8. The Tenderer shall fill in all the Annexure and sign the same, if the Tenderers fail to do so the tender will be rejected.

9. It will be the responsibility of the Tenderer to deliver the machines after the completion of the fabrication of the shredder and choppers to Bengaluru. The charges applicable for the same including Octroi if any shall be included in the tender.

10. The prices for the equipment shall be inclusive of all taxes & duties namely, GST, Custom duty, Excise duty, Octroi duty, Incidental & other expenses, extra fitment etc. This shall be kept firm during the validity period or even in the extended validity period. No claim or any ground shall be entertained later on.

11. The successful Tenderer will take out the necessary insurance etc. for risk against fire, theft etc. The successful Tenderer will have to sign an indemnity bond on the stamp paper in this regard.

12. The delivery schedule of the machines shall be clearly stated in the tender.

13. The delivery of the shredder and choppers machine will have to be given at BSWML zones.

14. The rate quoted by the Tenderer shall be as per the schedule of quantities attached. There will be no change in these rates under any circumstances.

15. The schedule of quantities should be completely filled as per the quantity for which Tenderer has quoted for. If there are any corrections overwriting etc. in this annexure then the tender will be rejected.

16. The telephone Nos. and names of the responsible persons shall be clearly stated in the tender. The Tenderer shall have proper communication system at their offices and residences of the concerned personnel so that in difficulty, they can be contacted.

17. In case of any dispute, the decision of Managing Director, BSWML shall be taken as final and bindings.

18. The Tender shall be submitted along with the tender submittal duly signed on each page as a token of acceptance of the terms and conditions. The filling of the Annexure are compulsory.

19. As per prevailing rules, TDS will be deducted at source towards Income Tax from all the bills submitted to the department. The TDS certificates shall be given by Chief Finance officer at BSWML Office.

20. The Tenderer must fill up the tender in the format given. If it is filled up in any other format, the same will be rejected.

21. The Tenderer must state names and address of all the partners including E-mail address of the firm in the space provided for in the tender document. Any tenderer failing to do so will render himself liable to have his tender deposit forfeited.

22. Bidder has to submit the drawings for tendered machinery as per the technical specification provided in the tender documents.

23. The manufacturer of the Machines should certify that the machine meets all minimum technical parameters as specified in the Tender.

Section IX –

The Performance Standards and Corresponding Liquidated Damages is listed in the table below Liquidated Damages are over & above the non-performance deductions.

For Commissioning of Equipments

The liquidated damage for equipment commissioning shall be: 0.75% of contract value per Site per week
The maximum amount of liquidated damages shall be: 10% of the contract price

For Civil Infrastructure works

The liquidated damages for the whole of the works are Rs.45,000.00 (amount) per day[54] and that for the milestones are as under:

For Milestone1:	Rs. 15,000.00 per day
For Milestone2:	Rs. 15,000.00 per day
For Milestone3:	Rs. 15,000.00 Per day

The maximum amount of liquidated damages for the whole of the works[41] is Ten percent of final contract price.

For O&M works

The liquidity damages for non-functioning of any of the machinery for 1 day – 5% of the monthly O&M charges for each location.

Note:

1. Photographic/Video graphic evidence shall be with date and time stamp.

SECTION IX (A): FINANCIAL BID

Sl. No	Referance	Description	Unit	Quantity	Unit Rate in Rs.	Total Amount in Rs.
1	Approved Data Rate	Supply, Installation, Commissioning and Operation & Maintenance of Shredder of CMunicipal solid waste containing various objects such as oconut shell, Coconut trees twigs, banana stems and Etc.(Capacity – 1. 5TPH) etc., (Machine rates are inclusive of GST).	Nos.	18.00		
2	Approved Data Rate	Supply, Installation, Commissioning and Operation & Maintenance of Wood chipper for Municipal Solid Waste containing various objects such as used for chipping of tree trunks, tree branches, twigs, and garden waste up to approximate 3 inch of diameter in size. It is one of the best options to crush and dispose of the Garden wastes.(Capacity – 0.25TPH) (Machine rates are inclusive of GST).	Nos.	18.00		

3	Approved Data Rate	Supply, Installation, Commissioning and Operation & Maintenance of Shredder, for Municipal Plastic waste PE, LDPE, HDPE, PP, PVC, PET, PS, GPPS, HIPS, PC, AbS, PU, PVDF, PB, PTFE, PPO, PMMA,PA(NYLON), PO (Capacity-1.25TPH) (machine rates are inclusive of GST) including cost of infrastructure and electricity. (Detailed cost estimate for Shed is enclosed separately)	Nos.	1.00		
4	(PWD SR 2023-24 Vol 1 Item 1.4.1 Page-5)	KPWD 1.4.1 Earth work excavation by manual means for drains, canals, waste weir, draft, channels, key trenches, foundation of Buildings & bridges and such simillar works in all kinds of soils, as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, removal of stumps and other deleterious matter, excavated surface leveled and sides neatly dressed disposing off the excavated stuff or sorting & stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools & other appurtenaces required to complete the work	Cum	1555.2		
5	(PWD SR 2023-24 Vol I Item 1.1 Page-5)	KSRRB M300-14. Excavation for roadwork in all types of soil by mechanical means including cutting and loading to tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transportation with a lead of 20.00 km and complete as per specifications. MORTH Specification No.301	Cum	435.42		
6	(P.No.254 , I.No.34.1)	KSRRB M2900- Providing and laying in position Cement Concrete for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machinery, curing, and all the other appurtenances required to complete the work as per technical specifications. 2.1.4	Cum	324.9		
7	C,Page No-9, Sl.No-5.4	KPWD 5.4 Providing Size Stone masonry with hard stone in foundation &plinth with Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	219.24		

8	(PWD SR 2023-24 Vol II Item 5.1.1 Page-9)	Providing Random rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) upto plinth level with : 5.1.1 Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	219.24		
9	(PWD SR 2023-24 Vol I (P.No.15, I.No.2.2.3)	SKPWD: Providing and laying in position Cement Concrete for all Foundation works.The ranite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticizers laid in finished layers, well compacted using needle vibrators, including all lead & lifts, cost of all materials, quality confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all the other appurtenances required to complete the work as per technical specifications.M25 Design Mix Using 20 mm nominal size graded crushed coarse aggregates . 2.2.3	Cum	544.86		
10	(PWD SR 2023-24 Vol 2 (P.No.17 I.No.6.34)	KPWD :Providing and constructing load bearing wall with Solid Concrete blocks of size 400x100x200mm having block density more than 1800kg/m3 and minimum compressive strength of 4.00 N/mm2 conforming to IS 2185 (Part - I) - 2005 and onstructed with CM 1:4 as per IS 2572:2005 including cost of all materials, labour, scaffolding and curing, usage charges of machinery etc complete as per specifications. 6.34 Page 17	Sqm	817.2		
11	(PWD SR 2023-24 Vol 2 (P.No.42 I.No.8.5.2)	KPWD 8.5.2 : Providing 15mm thick cement plaster in single coat with cement mortar 1:4, to brick masonry including rounding off corners wherever required smooth rendering, : Providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications.	Sqm	2288.16		
12	(PWD SR 2023-24 Vol 2 (P.No.46 I.No.8.30)	KPWD 8.3 Finishing walls with Acrylic Smooth exterior paint of required shade :New work (Two coat applied @ 1.67L/10 m² over and including priming coat of exterior primer applied @ 2.20 kg/10 m²) with paint of approved quality to give an even shade, after thoroughly brooming the surface to remove all dirt, dust, mortar drops and foreign matter including preparing the surface even and	Sqm	2288.16		

		sand paper smooth, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge.				
13	(PWD SR 2023-24 Vol 1 (P.No.18 I.No.2.11. a)	KPWD 2.11.a Supplying, fitting and placing TMT FE 550 / 550D Steel Reinforcement including cost of all materials, machinery, labour, cleaning, straightening, cutting, bending, hooking, laping/welding joints, tying with binding wire / soft annealed steel wire and other ancilary operations complete as per drawing and technical specification	Tonne	32.69		
14	(PWD SR 2023-24 Vol 2 (P.No.83 I.No.11.16.3)	KPWD 11.16.3 Providing and fixing Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Electric resistance or induction butt welded tubes including cost of materials, labour, usage charges of machinery complete as per specifications and as per directions of the Engineer-in-Charge	Kgs	47160		

15	Common SR 2023-24,Vol-6,Page No-31,Sl.No-15.4	KPWD 7.67.2 Providing,fabricating and fixing Profiled Poly Urethane insulated Roof(PUF Sheet) having modular density 40kg/m2 and size 1.06m width and 7.60m length sheets roof having external sheet of 0.5mm steel, bottom sheet of 0.40mm steel with powder coated finish. The precoated sheet shall be of minimum 240MPa steel conforming to IS 14246 : 1995 and shal have zinc coating with minimum 120gsm as per IS 277:1992,.The roofing system shall have suitable water proof over lapping arrangments and GRIHA ceritifed.The fasting shall be of self tapping screws of required length with PVC head along with washer pre-painted aluminium cap unit with build in seal arrangments.The entire roof shall be firmly fastened to the existng frame including all lead and lifts, loading & unloading ,usage charges of machinery and equipments, transportation charges,labour charges and all other incidental charges etc.,complete as per standard	Sqm	5511.6		
16	Common SR 2023-24,Vol-2,Page No-47,Sl.No-8.34.3	KPWD 8.34.3 Applying priming coat: With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works including preparing the surface after thorougly cleaning oil, grease, dirt and foreign matter, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge.	Sqm	10303.2		
17	Common SR 2023-24,Vol-2,Page No-48,Sl.No-8.40	KPWD 8.40 Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two coats on new work after thoroughly brooming the surface to remove all dirt, dust, mortar drops and foreign matter including preparing the surface even and sand paper smooth, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge.	Sqm	10303.2		

18	Common SR 2023-24,Vol-2,Page No-108,Sl.No-12.84	KPWD 12.84 PProviding & fixing of 2-track x 2-panel sliding windows made out of multi chambered UPVC(Matching to RAL-9016) sections and with minimum TiO2(Titanium Dioxide) at 6 PHR with TPE (Thermo Plastic Elastomer) and lead free, gaskets -grey color having isolated drainage and reinforced with Galvanized Iron profile through-out the window frame. The outer frame having an overall size of 44mm width x 40mmheight with reinforcement of 1mm thickness and Sash with overall size of 27mm X 53mm with UPVC honeycomb structure inside in lieu of GI reinforcement. Coextruded Glazing bead for fixing of glass shall be of size 9.5mm x 21.5mm. Windows shall be provided with 5mm plain float glass, standard hardware& single point locking system with Crescent Locks. Wall thickness of frame & sash shall be of 2 mm.Maximum possible size – 1219mm x 1219mm. (The cost is inclusive of all fixtures and separate charges for minor T&P's shall not be made)	Sqm	238.23		
19	Common SR 2023-24,Vol-2,Page No-78,Sl.No-11.6.1	KPWD 11.6.1 Supplying and fixing rolling shutters of approved make, made of required size M.S. laths, interlocked together through their entire length and jointed together at the end by end locks, mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete, including the cost of providing and fixing necessary 27.5 cm long wire springs manufactured from high tensile steel wire of adequate strength conforming to IS: 4454 - part 1 and M.S. top cover of required thickness for rolling shutters. 80x1.25 mm M.S. laths with 1.25 mm thick top cover including cost of materials, labour, usage charges of machinery complete as per specifications and as per directions of the Engineer-in-Charge.	Sqm	135		
20	Lump sum	For electrical and plumbing, ready made toilets etc.,	L.S	18		
21	Market Rate and labour	Cost of the O&M of the Shredding &Chopper machine standard rate for every pair of shredder and chopper (for each loactions) for 1 year	Each	18		

	wages					
22	Market Rate and labour wages	Labour component including 4 operators and 4 helpers for every pair of shredder and chopper (for each loactions) for 1 year	Each	18		

- For the Equipment and Operation and maintenance rates should be quoted by inclusive of GST and other related Taxes.
- For the Infrastructure items rates should be quoted excluding GST.
- Minimum daily wages are considered as per Notification No:KAE 71 LWA 2015, Date:05.08.2016 from 01.04.2022 to 31.03.2023 hence bidder should not quote below than the estimate. If bidder quotes below than the daily wages his bid will be rejected.
- Diesel price considered in the estimate is today's diesel price. If bidder quotes below than the diesel price bid will be rejected.

Note: In case of discrepancy between unit price and total price, the unit price will prevail.

Total tender price in Rs (Words)……

Signature of Tenderer ……

Name and address: ……

SECTION X: CONTRACT FORM

THIS AGREEMENT made the .....day of..... 2021 between ..... *(Name of purchaser)* of..... *(Country of Purchaser)* (Hereinafter called "the Purchaser") of the one part and..... *(Name of Supplier)* of..... *(City and Country of Supplier)* (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ... *(Brief Description of Goods and Services) and* has accepted a tender by the Supplier for the supply of those goods and services in the sum of..... *(Contract Price in Words and Figures)* (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Tender Form and the Price Schedule submitted by the Tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
   Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

Sl. No.	Brief Description of Goods i.e.	Quantity to be supplied	Unit price in Rs.	Total Price in Rs.	Delivery terms

01					
02					

Sl. No.	Brief Description of O&M	Quantity to be supplied	Annual O&M cost in Rs.	Total Price in Rs.	O&M terms
01					
02					

TOTAL VALUE: _____

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said..... (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the
said..... (For the Supplier)

in the presence of:.....